

STATE MS - DE SOTO CO.  
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## CERTIFICATE OF TRUST

RECEIVED BY  
JAMES H. HARRIS, JR.  
ATTORNEY AT LAW  
P.O. BOX 101  
6210-A  
OLIVE BRANCH, MS 384  
(601) 895 8995

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WIT. 201

We, JOHN H. STROUP and BARBARA A. STROUP, Trustees of The

Stroup Family Trust, and custodian of the original of said Trust Agreement, hereby certify that the following are the exact provisions of The Stroup Family Trust, executed on the 25<sup>th</sup> of January, 2000, which relate to the naming of the Settlers and Trustees, together with the provisions relating to the revocability of the trust and the particular provisions relating to the power of the Trustee(s):

## 1. TRANSFER IN TRUST.

1.1 The Settlers hereby transfer to the Trustees all of the property listed in Exhibit "A" attached hereto and made a part hereof as though fully set forth herein.

1.2 The Settlers may from time to time add additional properties or policies of insurance to this trust by transferring such properties or assigning such policies to the Trustees or by causing the Trustees to be named as beneficiaries thereunder. In either case, such properties or policies of insurance and their proceeds shall be subject to the terms and conditions of this agreement.

1.3 The Trustees do not assume, and shall not be charged with, the responsibility of any liens or encumbrances on the trust estate or for the sufficiencies of the title to the trust property thereof

1.4 The Settlers hereby expressly declare that all of the property listed on Schedule "A" is owned by them as community property, unless otherwise designated on Schedule A. All future transfers of property to this trust shall be considered by the

Trustees as community property, unless instructed to the contrary at the time of the transfer of such property to this trust.

2 RIGHTS RESERVED BY SETTLORS:

2.1 The Settlers reserve, during such time as they are both living, the following rights and powers to be exercised by them, without consent or participation of the Trustee or any beneficiary of this trust, including, without limiting the generality of, the following rights and powers

2.1.1 The right to revoke this trust or, by supplemental agreement, to modify the terms of this trust from time to time, without the consent of the Trustees or any beneficiary; provided, however, that the duties, powers and liabilities of the Trustees hereunder shall not subsequently be changed without their written consent. Except as hereinafter provided, such powers of revocation and modification are personal to the Settlers and shall not be assignable nor accrue to any other person, nor shall they extend to their estates, nor to their legal representatives, nor to any beneficiary named herein, nor to any other person

2.2 The rights and powers reserved in this paragraph 2 shall, except as hereinafter provided, cease upon the death of either Settlor, and thereafter this Trust shall be irrevocable and shall not be subject to amendment or modification.

6. POWERS OF TRUSTEE

6.1 In the administration of this Trust, the Trustees shall have such powers as are enumerated in NRS 163.265 to 163.410, inclusive, as they exist at the time of the execution of this Trust Agreement, and the powers enumerated therein are hereby referred to and incorporated herein by reference, and, in addition thereto, the

Trustees are authorized to buy, sell and trade in securities of any nature, including short sales, on margin, and for such purpose may maintain and operate margin accounts with brokers and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the Trustees.

6.2 Notwithstanding anything to the contrary herein provided, the Trustee(s) shall have the power to explore and implement planning strategies and options and to plan and accomplish asset preservation in the event a Settlor needs long term health and nursing care. Such planning shall include, but is not necessarily limited to, the power and authority to: (1) make home improvements and additions to the Settlor's family residence, (2) pay off, partly or in full, the encumbrance, if any, on the Settlor's family residence, (3) purchase a family residence, if the Settlor does not own one, (4) purchase a more expensive family residence, (5) transfer the family residence to the Settlor spouse who does not need long term medical, health or nursing care; (6) divide community property assets equally between the Settlor; or (7) make gifts of assets for estate planning purposes to the beneficiaries.

6.3 As long as Settlor is also Co-Trustee, either of the Co-Trustees may act alone with reference to any powers of the Trustee just as if he or she was the sole Trustee. Any person dealing with one of the Trustees shall not have the right to insist on the other Co-Trustee joining in on any transaction.

6.4 If two licensed medical doctors determine that either Settlor is suffering from an illness or injury that, in the judgment of those doctors, will require care in a nursing home or other long term care facility, the Trustees may elect to divide the

Trust Estate into two separate property trusts. The ill or injured Settlor must consent to this election unless he or she is incapacitated. If this election is made:

6.4.1 The community property of each Settlor shall thereupon become such Settlor's separate property, and the Trustee shall allocate each Settlor's separate property (including converted community property) into separate trusts.

6.4.2 The trusts for the Settlor shall be administered as provided in this instrument but the trusts shall be administered separately, the trust for the ill or injured Settlor shall be irrevocable and no expenditures shall be made from the trust of the ill or injured Settlor to or for the benefit of the other Settlor or the other Settlor's creditors.

6.4.3 Nothing herein shall preclude the Trustees from complying with an order under NRS 123.259 or any other applicable statute relating to the division of community assets.

## 7. SUCCESSOR TRUSTEES:

7.1 Upon the resignation, incapacity or inability to act on the part of either of the original Trustees hereinabove named, the surviving Trustee shall succeed said incapacitated original Trustee, and shall thereupon become sole Trustee; and, upon the resignation, incapacity or inability to act on the part of both of the original Trustees hereinabove named the Settlor's son MARK A. STROUP, shall become Successor Trustee, and, upon the resignation, death, incapacity or inability of the said MARK A. STROUP, then the Settlor's daughter, ELAIN E. BRANNUM, shall become the Successor Trustee, and upon the resignation, death, incapacity or inability of the

said ELAINE E. BRANNUM, then the Settlor's son, KENNETH A. STROUP shall become the Successor Trustee.

7.2 Upon the death of either of the Trustees herein named, the surviving Settlor, if then acting as a Trustee shall become the sole Trustee of Trust "A," and remain a Co-Trustee of Trust "B" and MARK A. STROUP, shall become Successor Co-Trustee of said Trust "B," and upon the resignation, death, incapacity or inability of the surviving Settlor, the said MARK A. STROUP shall become the sole Trustee of Trusts "A" and "B," and upon the resignation, death, incapacity or inability of the said MARK A. STROUP, then the Settlor's daughter, ELAINE F. BRANNUM, shall become the Successor Trustee of Trusts "A" and "B," and upon the resignation, death, incapacity or inability of the said ELAINE E. BRANNUM, then the Settlor's son, KENNETH A. STROUP shall become the Successor Trustee of both Trusts.

7.3 The designation of the time or times that any Trustee or Co-Trustee hereunder shall become and be unable to act as Trustee shall be determined by the following persons: the children of the disabled Trustee.

#### MISCELLANEOUS

7.4 The identifying number of the trust is the Social Security number of the Settlor and Trustees, JOHN H. STROUP, which said number is 182-22-0755 and BARBARA A. STROUP, which said number is 250-44-8646

7.5 The form in which assets of the trust is to be taken is as follows:

"JOHN H. STROUP and BARBARA A. STROUP, As Trustees of THE STROUP FAMILY TRUST, executed on the 25<sup>th</sup> day of January, 2000, and to their

Successor Trustee(s)."

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7.6 The trust has not been revoked or amended to make any  
representations contained in the certification incorrect, and that the signatures are  
those of all the current active Trustees

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first  
above written.

SETTLORS:

John H. Stroup John H. Stroup  
JOHN H. STROUP  
Barbara A. Stroup Barbara A. Stroup  
BARBARA A. STROUP

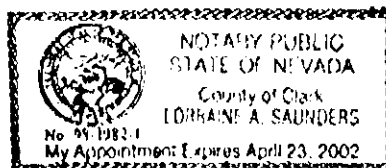
TRUSTEES:

John H. Stroup  
JOHN H. STROUP  
Barbara A. Stroup  
BARBARA A. STROUP

STATE OF NEVADA           )  
COUNTY OF CLARK       )SS.

On the 25<sup>th</sup> day of January, 2000, personally appeared before me, a  
Notary Public, JOHN H. STROUP and BARBARA A. STROUP, who acknowledged to  
me that they executed the above instrument.

Lorraine A. Saunders  
NOTARY PUBLIC



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Notary Acknowledgement

STATE OF Mississippi

COUNTY SS: Desoto

On this 29<sup>th</sup> day of November 2000, personally appeared before me, the undersigned authority in and for said County and State, the within named

John H. Stroup and Barbara A. Stroup

who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.

My Commission Expires: MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 24, 2004  
BONDED THRU STEGALL NOTARY SERVICE

Sheeley R. Berry  
Notary Public

